

OMB 0990-0115

**PART I - THE SCHEDULE**  
**SECTION A - SOLICITATION FORM**

Request for Proposal  
No. AHRQ-04-0015  
Date Issued: April 13, 2004  
Date Questions Due: May 2, 2004  
Date Proposals Due: June 15, 2004  
Time Due: 12 noon local time

You are invited to submit a proposal to the Agency for Healthcare Research and Quality (AHRQ) for Request for Proposal (RFP) No. AHRQ-04-0015, entitled "State and Regional Demonstrations in Health Information Technology." Your proposal must be developed and submitted in accordance with the requirements and instructions of this RFP. Multiple awards (approximately five) are anticipated.

The Government anticipates awarding up to five contracts from this one solicitation. For this acquisition, the AHRQ recommended goal (as a percentage of total planned subcontract dollars for the base period) is 23% for Small Businesses, which shall include at least 5% (as a percentage of total contract value for the base period) for Small Disadvantaged Businesses, at least 5% (as a percentage of total planned subcontract dollars for the base period) for Women-Owned Small Businesses, and at least 2% (as a percentage of total planned subcontract dollars for the base period) for HUBZone Small Businesses and at least 3% (as a percentage of total planned subcontract dollars for the base period) for Veteran-Owned Small Businesses. These goals represent AHRQ's expectation of the minimum level for subcontracting. The North American Industry Classification System (NAICS) code that best describes this requirement is 541611. The small business size standard is \$6 million.

A performance based cost-plus-fixed-fee, incrementally funded contract is contemplated for a five year period of performance. You are expected to respond with technical and pricing proposals for the entire period of performance.

If you intend to submit a proposal in response to this solicitation, please inform the Contracting Officer of your intent by completing the Proposal Intent Response Form (attachment 5 to this solicitation) and send it to the Contracting Officer no later than May 2, 2004. You may send it to the address below or fax it to 301-427-1740.

It is your responsibility to monitor the web site where the RFP will be posted to learn about any amendments to the solicitation. The RFP and any amendments will be posted on two web sites. One is the Federal Business Opportunities web site: [www.fedbizopps.gov](http://www.fedbizopps.gov) and the other is AHRQ's web site: [www.ahrq.gov](http://www.ahrq.gov).

Offerors shall submit the following:

- A. Technical Proposal (See Section L.8) **Original and 12 copies**
- B. Past Performance Information (See Section L.9) **Original and 3 copies**
- C. Small Disadvantaged Business Participation Plan (See Section L.10) **Original and 4 copies**
- D. Business Proposal (See Section L.11) **Original and 4 copies** The Small Business Subcontracting Plan should be submitted as a separate section of the Business Proposal. (This does not apply to small business concerns)

Your technical proposal must be concisely written and should be limited to **125 typewritten pages** (double-spaced), exclusive of personnel qualifications (i.e., resume, etc., see Section L.8 for additional

details). This limitation is for administrative purposes only and exceeding the limitation shall not, of itself, be considered a basis for rejection of your proposal. Your proposal must provide the full name of your company, the address, including county, Tax Identification Number (TIN), DUN and Bradstreet No., and if different, the address to which payment should be mailed.

**YOUR ATTENTION IS CALLED TO THE LATE PROPOSAL PROVISIONS PROVIDED IN SECTION L.3 OF THIS RFP. YOUR ATTENTION IS ALSO DIRECTED TO THE TECHNICAL PROPOSAL INSTRUCTIONS PROVIDED IN SECTION L.8 OF THE SOLICITATION.**

Questions regarding this solicitation shall be received in this office no later than May 2, 2004 (See Section L.6). Your questions should be submitted to the attention of Mary Haines, Contracting Officer, Agency for Healthcare Research and Quality, 540 Gaither Road, Rockville, Maryland 20850 and the envelope should be marked "Proposal Questions RFP No. AHRQ-03-0004." **Discussions with any other individual outside the Division of Contracts Management, may result in rejection of the potential offeror's proposal.**

The proposal shall be signed by an authorized official to bind your organization and must be received in our Contracts Office no later than **12 noon**, local prevailing time, on **June 15, 2004**. Your proposal must be mailed to the following address:

Agency for Healthcare Research and Quality  
Division of Contracts Management  
540 Gaither Road  
Rockville, Maryland 20850

Hand carried proposals may be dropped off at the above location. However, please allow ample time as proposals cannot be accepted until they have gone through security. We will not be held responsible for any delays that may be incurred getting your proposal through security.

NOTE: The U.S. Postal Service's "Express Mail" does not deliver to our Rockville, Maryland address. Packages delivered via this service will be held at a local post office for pick-up. The Government will not be responsible for picking up any mail at a local post office. If a proposal is not received at the place, date, and time specified herein, it will be considered a "late proposal."

The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

Requests for any information concerning this RFP should be referred to Mary Haines, (301) 427-1786.

Sincerely,

Mary Haines  
Contracting Officer, Contracts Management  
Agency for Healthcare Research and Quality

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## **SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES**

“State and Regional Demonstrations in Health Information Technology.” See Section C for a complete description.

### **B.2. ESTIMATED COST**

**Note:** The Government estimates the cost of this procurement at approximately \$1,000,000 per year, inclusive of all fees.

- a. The estimated cost (exclusive of fees) for performance of the work under this five (5) year contract, including direct and indirect costs is \$ (TO BE NEGOTIATED)
- b. The fixed fee for this contract is \$ (TO BE NEGOTIATED). The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer. Payment shall be subject to the withholding provisions of the Clause ALLOWABLE COST AND PAYMENT and FIXED FEE incorporated herein.
- c. The Government's maximum obligation, represented by the sum of the estimated cost plus the fixed fee and award fee obtainable for the contract period is as follows:

(TO BE NEGOTIATED)

	ESTIMATED COST	FIXED FEE	TOTAL COST
9/30/04- 9/29/05			
9/30/05 – 9/29/06			
9/30/06 – 9/29/07			
9/30/07 – 9/29/08			
9/30/08 – 9/29/09			

- d. Total funds currently available for payment and allotted to this contract are \$(TO BE NEGOTIATED) of which \$ (TO BE NEGOTIATED) represents the estimated cost, and of which \$(TO BE NEGOTIATED) represents the fixed fee and \$(TO BE NEGOTIATED) represents the award fee pool.
- e. It is estimated that the amount currently allotted will cover performance of the contract through (TO BE NEGOTIATED) .
- f. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor. For further provisions on funding, see the LIMITATION OF COST/LIMITATION OF FUNDS and the ALLOWABLE COST AND PAYMENT (AND FIXED FEE) clauses incorporated herein.

### **B.3 PROVISIONS APPLICABLE TO DIRECT COSTS**

- a. Items Unallowable Unless Otherwise Provided Notwithstanding the clauses, ALLOWABLE COST AND PAYMENT, and FIXED FEE, incorporated into this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

- (1) Acquisition, by purchase or lease, of any interest in real property;
- (2) Rearrangement or alteration of facilities;
- (3) Purchase or lease of any item of general purpose-office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);
- (4) Accountable Government property (defined as both real and personal property with an acquisition cost of \$1,000 or more, with a life expectancy of more than two years) and "sensitive items" (defined and listed in the Contractor's Guide for Control of Government Property, 1990, regardless of acquisition value;
- (5) Travel to attend general scientific meetings;
- (6) Foreign Travel;
- (7) Any costs incurred prior to the contract's effective date;
- (8) Rental of meeting rooms not otherwise expressly paid for by the contract;
- (9) Any formal subcontract arrangements not otherwise expressly provided for in the contract
- (10) Consultant fees in excess of \$500/day; and
- (11) Information Technology hardware or software.

- b. This contract is subject to the provisions of Public Law (P.L.) 99-234 which amends the Office of Federal Procurement Policy Act to provide that contractor costs for travel, including lodging, other subsistence, and incidental expenses, shall be allowable only to the extent that they do not exceed the amount allowed for Federal employees.

The Contractor, therefore, shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.205-46.

## **SECTION C/ STATEMENT OF WORK**

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Statement of Work below:

### **A. Background Information**

In the Institute of Medicine (IOM) report, Crossing the Quality Chasm (Institute of Medicine 2001), the members of the institute, among other things, recommend: "Congress, the executive branch, leaders of healthcare organizations, public and private sector purchasers, and health informatics associations and vendors should make a renewed national commitment to building an information infrastructure to support health care delivery, consumer health, quality measurement and improvement, public accountability, clinical and health services research, and clinical education. This commitment should lead to the elimination of most handwritten clinical data by the end of the decade." In particular, health information technology (HIT) was identified as a critical environmental force that could significantly improve healthcare quality.

Further, the IOM, the National Committee on Vital and Health Statistics, and the Presidents Information Technology Advisory Committee have also recommended the development of a National Health Information Infrastructure to assist other efforts in improving safety, reducing cost and enhancing the quality of healthcare. The IOM report, "Fostering Rapid Advances in Healthcare: Learning from System Demonstrations," called for information and communication technology (ICT) infrastructure demonstration projects at the local and state level that would facilitate data exchange and support the goal of a national ICT infrastructure (National Academy of Sciences, 2003).

However, healthcare organizations, providers and organizations face many challenges in adopting HIT, including the lack of financial incentives for HIT investment, a reimbursement system that does not reward improved outcomes and safe high-quality care, multiple competing priorities, effects on clinical workflow, medical or organizational traditions and other cultural barriers, lack of effective leadership, and lack of HIT standards and interoperable systems. In order to successfully implement HIT, organizations will have to address most of these barriers. Other barriers, such as the lack of standards or the lack of reimbursement for HIT infrastructure, may be beyond the immediate control of the organization or community, but these may change over time as a result of ongoing efforts such as the federal initiatives to develop/adopt national standards for the exchange of health information, research and demonstration projects on the effects of financial incentives and additional research that demonstrates the beneficial effects of HIT at the provider, organizational, and community levels on patient safety and quality of care.

As part of the Agency's FY 2004 patient safety activities, AHRQ is investing \$50 million to demonstrate HIT's role in patient safety and quality of care in a portfolio of grants, contracts and other activities. Of this amount, \$26 million is earmarked for planning and implementing effective technologies in rural and small hospitals, where HIT penetration has been low. The remaining \$24 million is targeted for planning, implementation and evaluation of new and innovative technologies in communities and other settings to improve patient safety and quality of care in diverse healthcare settings

The AHRQ HIT initiatives include a series of three grant announcements to be issued in FY '04. These announcements form an integrated set of activities designed to explore strategies for successful planning and implementation of HIT solutions in communities and to demonstrate the value of HIT in patient safety and both quality and costs of care. The FY '04 HIT initiative will place particular emphasis on the challenges facing rural and small communities in integrating HIT into their healthcare delivery systems, as well as providing technical assistance through an HIT Resource Center.

AHRQ's current HIT announcements include:

- Transforming Healthcare Quality through Information Technology (THQIT) Planning Grants - planning grants to provide organizations and communities with the resources needed to develop their capacity to compete for AHRQ (and other funding agencies) implementation grants and further develop their HIT capabilities for improving patient safety and quality of care. Planning grants will enable these entities to begin planning and developing their HIT infrastructure and data sharing capacity among clinical provider organizations in their communities. Applicants may use these funds for planning development of important infrastructure components including, but not limited to, computer networks, hardware, software, personnel, project management, and quality improvement and research capacity.
- Transforming Healthcare Quality Through Information Technology (THQIT) Implementation Grants - a series of implementation grants to evaluate the effects of HIT on improving patient safety and both quality and cost of healthcare. The objective of this RFA is to support organizational and community-wide implementation and diffusion of HIT information exchange and sharing, and to assess the extent to which HIT contributes to measurable and sustainable improvements in patient safety and both quality and costs of care. Research resulting from this RFA should inform AHRQ, providers, patients, payers, policy makers, and the public about how community-wide HIT can be successfully implemented in diverse health care settings and lead to safer and better health for all Americans.
- Demonstrating the Value of Health Information Technology Grants – a series of grants that will focus on the value derived from the adoption and utilization of HIT to improve patient safety and quality of care. This RFA will solicit applications to elucidate and quantify the value of HIT to providers, patients, purchasers, payers, policymakers, and other important stakeholders. Research resulting from this RFA should provide important information on the direct and indirect costs and benefits of HIT and inform decision makers about facilitators and barriers to HIT adoption, including various forms of incentives and disincentives.

These programs should develop new knowledge about the process of implementing HIT at the community level. However, community-level initiatives will not be able to completely connect healthcare providers in a geographic area. To ensure the safety, quality, and efficiency benefits of health information exchange, data sharing across broader geographic areas would be required. Broader sharing of clinical data will also help to promote the vision of a National Health Information Infrastructure (NHII). The vision of the NHII is “a comprehensive knowledge-based network of interoperable systems of clinical, public health, and personal health information that would improve decision-making by making health information available when and where it is needed.” While there have been several notable examples of local health information exchange,

the Santa Barbara County Care Data Exchange and the Indianapolis Network for Patient Care, there is limited experience with regional or state efforts.

Given the growing interest in the role of information technology to promote patient safety, there has been considerable interest to promote data exchange at the state level. Numerous states have engaged in planning processes that have engaged major stakeholders, including the state legislature, public health departments, hospitals, providers, purchasers, and insurers. However, to date, no state or regional area has engaged in demonstration projects that would allow the examination of the impact on patient safety, quality, and efficiency of care. It also remains unknown whether the significant upfront costs of these large-scale efforts to connect health care at a state/regional level will result in long-term cost-savings.

**B. Objectives**

This contract seeks to identify and support statewide data sharing and interoperability activities aimed at improving the quality, safety, efficiency and effectiveness of health care for patients and populations on a discrete state or regional level. It is expected that measurable improvements in the quality, safety, efficiency and/or effectiveness of care shall result from the proposed data sharing and interoperability measures.

**C. Specific Requirements**

1. Within two weeks of effective date of contract (EDOC), meet with the Project Officer at AHRQ facilities to discuss specific project goals and objectives.
2. Within four weeks of EDOC, submit a written description of proposed process/strategy for meeting all tasks, as discussed in initial meeting.
3. Within eight weeks of EDOC, provide a draft plan for developing and maintaining a statewide data sharing and interoperability activity. This plan shall include complete geographical involvement and/or coverage of the State or identified region with a wide variety of health care settings, including major purchasers of healthcare; significant payers, both public and private; and healthcare providers, including hospitals, ambulatory care facilities, home healthcare, and long-term care providers. The final plan is due within 10 weeks of EDOC.
4. Within four weeks of EDOC, identify key stakeholders. Working with these stakeholders, determine core clinical data elements for data exchange. Using federally recognized clinical data standards (whenever possible), these core elements must include elements most directly linked to improved patient safety, such as laboratory and pharmacy data. These core clinical data elements, along with a rationale for their inclusion, must be identified within 8 weeks of EDOC.
5. Working with these same stakeholders, determine core healthcare entities to be included in the data exchange. These core healthcare entities must be identified within 8 weeks of EDOC.
6. Within eight weeks of EDOC, provide evidence of programmatic linkages with the following: a) State/regional programs, agencies, or departments such as

Medicaid, State Children's Health Insurance Program, State Department of Public Health, other relevant public health entities, and self-identified key State-centric industry and consumer groups; b) Federal programs, agencies or departments such as Medicare's state-based Quality Improvement Organizations, information technology initiatives of Federally-funded community health centers, Centers for Disease Control, Indian Health Service, Veterans Health Administration, and Department of Defense; and c) Entities funded via the National Bioterrorism Hospital Preparedness Program.

7. Within 12 weeks of EDOC, the contractor shall identify a Technical Advisory Panel (TAP) to assist and advise the contractor during the life of the contract. The TAP will consist of up to 10 individuals, including a member of the AHRQ staff. Membership of the TAP is subject to the approval of the Project Officer.
8. Within six months of EDOC, the contractor shall convene the first meeting of the TAP, at a location within the state or region. It is anticipated that the TAP meeting will be one day in length. The contractor is expected to handle all logistics associated with this meeting, including, but not limited to, procuring/providing space, letters of invitation, providing travel arrangements and reimbursement, agenda preparation, facilitation, etc. The TAP will then convene approximately every six months thereafter for the life of the contract. The contractor will provide a summary of each TAP meeting in the monthly report of the month in which the TAP meeting was held.
9. Within six weeks after each TAP meeting, the contractor will travel up to two project principals to AHRQ to participate in a meeting with other State project principals. It is anticipated that these meetings will be one day in length and will provide opportunities for information sharing among the States.
10. Within six months of EDOC, and every six months thereafter, the contractor shall provide a report on the financial status of the project. This report shall include expenditures, financial reserves, sources of revenue, and projected expenditures for the next twelve months. A final financial report will be due a contract completion.
11. Within twelve months of EDOC, provide an analysis of the ability of the Medicaid program (via waiver authority or other methods) to improve the quality, safety, and efficiency of care to Medicaid beneficiaries utilizing the statewide data sharing and interoperability activities.
12. Within twelve months of EDOC, the contractor shall provide for a minimum exchange of 25 percent of core healthcare data within core healthcare entities. A report documenting 25 percent completion of data sharing shall be submitted within thirteen months EDOC.
13. Within twenty-four months of EDOC, the contractor shall provide for a minimum exchange of 50 percent of core healthcare data within core healthcare entities. A report documenting 50 percent completion of data sharing shall be submitted within twenty-five months EDOC.

14. Within thirty-six months of EDOC, the contractor shall provide for 100 percent exchange of core healthcare data within core healthcare entities. A report documenting 100 percent completion of data sharing shall be submitted within thirty-seven months EDOC.
15. In years 4 and 5 of this contract, the contractor shall show demonstrable progression of data exchange beyond core healthcare data and core healthcare entities **and** demonstrable short and long-term outcomes related to data exchange, including but not limited to improved measures of patient safety and quality of care (e.g., reduced serious medication errors) and cost and efficiency (e.g., reduced ordering of redundant laboratory and radiology examinations). Progress shall be reported in the regular monthly reports.
16. In years 4 and 5 of this contract, the contractor shall undertake a rigorous evaluation for the data exchange program. The contractor shall assure that measurable improvements in the quality, safety, efficiency and/or effectiveness of care have resulted from the proposed data sharing and interoperability measures. This evaluation shall assess the nature and extent of the healthcare data exchange and its impact on important patient safety and quality processes and outcomes within the state. Measurable benefits include advances in care processes, improved patient outcomes, improvements in safety and quality, and better monitoring of diseases and other health risks. Organizational benefits may include improvements in organizational effectiveness, as evidenced in work and quality improvement processes; communication among individuals, groups and organizations; satisfaction of needs and expectations of patients, providers, and other stakeholders; and organizational risk mitigation. Financial benefits should include cost reduction, revenue enhancement and productivity gains. The cost savings resultant from redundant test ordering and greater use of lower cost medications should be examined. The evaluation should also address the costs associated with state-based clinical data exchange including equipment, personnel, training, hardware, software, networks, use of clinical data standards, or other costs incurred to achieve state-wide implementation and interoperability.

The evaluation should also provide new knowledge and capture lessons learned about factors that lead to successful state-based implementation, including financial, technical, organizational, personnel, cultural and procedural barriers, as well as ways to overcome them. Generalizable barriers and challenges encountered through the course of the initiative should be included in order to help establish best practices for diffusion of state-based data exchange efforts. Specific measures for the conduct of the evaluation will be proposed by the contractor, but are subject to the approval of the Project Officer. A draft evaluation plan shall be submitted within eighteen months of EDOC. Review, revisions and any necessary clearances required by the proposed approach will be completed within thirty six months EDOC. Implementation of the evaluation plan will commence by thirty seven months of EDOC. A semi-annual evaluation report shall be submitted beginning with month 42 and every six months thereafter.

17. Within forty-eight months of EDOC, construct and submit a plan for the sustainability of the data exchange project past the contract completion date.

18. The contractor shall submit a monthly progress report within ten days after the end of each month. These reports will document progress on the project, including completing tasks on time. Each report will include details about problems encountered and how they are being dealt with, as well as explanations for any tasks that are behind schedule. The reports will discuss in detail the activities and the results of those activities that occurred in the prior month. They will include the results of analyses that were performed during the reporting period. The format for the monthly report will be discussed during the initial meeting with the project officer.
19. The contractor shall also hold a monthly conference call with the project officer, on a date and time mutually agreeable to both parties. A summary of the discussion shall be included in the monthly progress report.
20. No later than one month prior to the expiration date of the contract, the contractor shall submit a draft Final Impact Report in hard copy and on disk using Word, for review and approval. The draft should include 1) a 4-6 page executive summary that includes all tasks; 2) background, including findings from a literature review; 3) description of the methodology; 4) results; 5) limitations or cautions; 6) conclusions; 7) implications for rural health care stakeholders; and 8) recommendations for future research in this or related areas.
21. After incorporating any necessary revisions, the contractor shall submit the final impact report no later than the contract completion date.
22. No later than the contract completion date, the contractor shall make a presentation on the project findings to AHRQ staff at AHRQ facilities. A copy of the presentation, both electronic and paper, shall be provided to the Project Officer prior to the presentation.

#### **SECTION D - PACKAGING AND MARKING**

Not Applicable

#### **SECTION E - INSPECTION AND ACCEPTANCE**

##### **E.1 INSPECTION AND ACCEPTANCE**

- a. The contracting officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION the Government Project Officer is the authorized technical representative of the contracting officer.
- c. Inspection and acceptance will be performed at:

Agency for Healthcare Research and Quality  
540 Gaither Road

Rockville, Maryland 20850

**E.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

**FAR Clause No.**

**Title and Date**

52.246-5

Inspection of Services-Cost Reimbursement  
(April 1984)

## SECTION F - PERIOD OF PERFORMANCE AND DELIVERY SCHEDULE

### F.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clause by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

#### FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

FAR Clause No.	Title and Date
52.242-15	Stop Work Order (AUG 1989) Alternate I (APRIL 1984)

### F.2 PERIOD OF PERFORMANCE

The Government anticipates the period of performance shall be from September 30, 2004 through September 29, 2009.

### F.3 DELIVERY SCHEDULE

The items specified for delivery below are subject to the review and approval of the Project Officer before final acceptance. The Contractor shall be required to make revisions deemed necessary by the Project Officer.

The Contractor shall produce the following scheduled reports/deliverables in the amount, and within the time frame indicated. Deliverables shall be submitted to the Project Officer, Agency for Healthcare Research and Quality (**Address To Be Completed at Time of Contract Award**). Draft deliverables are those submitted to the Project Officer for review. Final deliverables are those incorporating changes requested by the Project Officer.

The Contractor shall submit the following items in accordance with the stated delivery schedule:

#### F.3 SCHEDULE OF DELIVERABLES

The Contractor shall submit all text reports electronically in Microsoft Word or WordPerfect format. All deliverables shall be submitted to the Project Officer unless otherwise specified. Deliverables are subject to the review and approval of the Project Officer for final acceptance. The Contractor shall make revisions deemed necessary by the Project Officer. Delivery dates reflect calendar time.

Deliverable	# of Copies	Due Date
Meet with Project Officer in Rockville	N/A	Within 2 weeks of EDOC
Submit written description of proposed process/strategy for meeting all tasks	4 copies and one electronic copy	Within 4 weeks of EDOC

<b>Deliverable</b>	<b># of Copies</b>	<b>Due Date</b>
Identification of key stakeholders	N/A	Within 4 weeks of EDOC
Identification of core clinical data elements and core healthcare entities, and evidence of programmatic linkages	4 copies and one electronic copy	Within 8 weeks of EDOC
Provide draft plan for developing and maintaining a statewide data sharing and interoperability activity	4 copies and one electronic	Within 8 weeks of EDOC
Provide evidence of programmatic linkages with a) State/regional programs; b)Federal programs; c)Entities funded via the National Bioterrorism Hospital Preparedness Program (See SOW C.7)	4 copies and one electronic	Within 8 weeks of EDOC
Final plan for developing and maintaining a statewide data sharing and interoperability activity	4 copies and one electronic	Within 10 weeks of EDOC
Propose potential membership of the TAP	Electronic	Within 12 weeks of EDOC
Convene first meeting of TAP at a location within the state or region	N/A	Within 6 months of EDOC, and every six months thereafter
Meeting at AHRQ with other State principals	N/A	Within six weeks after each TAP meeting
Written summary of calls	Electronic	Monthly
Monthly progress report	Electronic	Monthly within ten days after end of each month
Semiannual financial report	Electronic	Within 6 months of EDOC and every six months afterwards
Final financial report	Electronic	At contract end date
Medicaid program analysis	4 copies and one electronic	Within 12 months of EDOC
Report documenting 25% completion of proposed core data sharing	4 copies and one electronic	Within 13 months of EDOC
Draft Evaluation Plan	4 copies and one electronic	Within 18 months of EDOC
Final review, revisions and necessary clearances on evaluation plan	4 copies and one electronic	Within 36 months of EDOC
Implementation of final evaluation plan	N/A	Within 37 months of EDOC
Report documenting 50% completion of proposed core data sharing	4 copies and one electronic	Within 25 months of EDOC
Report documenting 100% completion of proposed core data sharing	4 copies and one electronic	Within 37 months of EDOC
Submit proposal for sustainability	4 copies and one	Within 48 months of EDOC

<b>Deliverable</b>	<b># of Copies</b>	<b>Due Date</b>
	electronic	
Semi Annual evaluation report	4 copies and one electronic	Within 48 months of EDOC and every 6 months thereafter
Submit draft impact report	4 copies and one electronic	One month or more prior to completion of contract
Presentation on project findings to AHRQ staff	N/A	Prior to completion date of contract
Submit final impact report	4 copies and one electronic*	At completion of contract

A copy of each monthly progress report and the final impact report shall also be provided to the Contracting Officer:

Agency for Healthcare and Research Quality  
540 Gaither Road  
Rockville, MD 20850  
Attention: Mary Haines

The following reports are required to be submitted to the Contracting Officer

<b>TYPE OF REPORT</b>	<b>QUANTITY</b>	<b>DATE DUE</b>
Subcontracting Report for Individual Contracts (SF-294)	3 each (1 original and 2 copies)	April 30 (Annually) October 30 (Annually)
Summary of Subcontractor (SF-295)	1 copy to the Office of Small and Disadvantaged Business Utilization (DHHS)	October 30 (Annually)
Small Disadvantaged Business Participation Report (OF 312)	3 each (1 original and 2 copies)	At completion of contract

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 KEY PERSONNEL**

Pursuant to the Key Personnel clause incorporated in Section I of this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

NAME

TITLE

**(TO BE COMPLETED AT TIME OF CONTRACT AWARD)**

The clause cited above contains a requirement for review and approval by the Contracting Officer of written requests for a change of Key Personnel reasonably in advance of diverting any of these individuals from this contract. Receipt of written requests at least 30 days prior to a proposed change is considered reasonable.

### **G.2 PROJECT OFFICER**

The following Project Officer(s) will represent the Government for the purpose of this contract:

**(TO BE COMPLETED AT TIME OF CONTRACT AWARD)**

The project officer is/are responsible for: (1) monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending to the contracting officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The contracting officer is the only person with authority to act as an agent of the Government under this contract. Only the contracting officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the contractor of any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer designation.

### **G.3 INVOICE SUBMISSION**

#### **a. INVOICE SUBMISSION**

Billing Instructions are attached and made part of this contract. Instructions and the following directions for the submission of invoices must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9, and must be in accordance with the General Provisions clause 52.232-25 Prompt Payment (FEB 2002).

Invoices/financing requests shall be submitted in an original and three copies to:

Contracting Officer  
Agency for Healthcare Research and Quality

Division of Contracts Management  
540 Gaither Road  
Rockville, Maryland 20850

#### **G.4 INFORMATION ON VOUCHERS**

- (1) The Contractor agrees to include the following minimum information on vouchers:
  - (a) Contractor's name and invoice date;
  - (b) Contract Number;
  - (c) Description and price of services actually rendered;
  - (d) Other substantiating documentation or information as required by the contract;
  - (e) Name (where practicable), title, phone number, and complete mailing address or responsible official to whom payment is to be sent; and
  - (f) The Internal Revenue Service Taxpayer Identification Number.
- (2) The Contractor shall furnish the following minimum information in support of costs submitted:
  - (a) Direct Labor - include all persons, listing the person's name, title, number of hours or days worked, the total cost per person and a total amount of this category;
  - (b) Fringe Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);
  - (c) Overhead or Indirect Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);
  - (d) Consultants - include the name, number of days or hours worked, a total amount per consultant and a total amount for this category;
  - (e) Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation, shown separately, and per diem costs. Other travel costs shall also be listed. A total amount for this category shall be provided;
  - (f) Subcontractors - include for each subcontractor, the same data that is being provided for the prime contractor. A total number for this category shall be provided.
  - (g) Data Processing - include all non-labor costs, i.e., computer time, equipment purchase, lease or rental, data tapes, etc. A total amount for this category shall be provided.

- (h) Other - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, equipment rental, duplication, etc.
  - (i) Equipment Cost - itemize and identify separately from material costs including reference to approval in all cases;
  - (j) G&A - show rate, base and total as well as verification/allowability of rate changes (when applicable); and
  - (k) Fee - show rate, base and total.
- (3) Payment shall be made by:

PSC Finance  
Parklawn Building, Room 16-23  
5600 Fishers Lane  
Rockville, Maryland 20857  
Telephone Number (301) 443-6766

#### **G.5 INDIRECT COST RATES and FEE**

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7(d)(2), Allowable Cost and Payment, incorporated by reference in this contract, in Part II, Section I, the primary contact point responsible for negotiating provisional and/or final indirect cost rates is the cognizant contracting official as set forth in FAR Subpart 42.7 - Indirect Cost Rates.

Reimbursement will be limited to the rates and time periods covered by the negotiated agreements. The rates, if negotiated, are hereby incorporated without further action of the contracting officer.

#### **G.6 ELECTRONIC FUNDS TRANSFER**

Pursuant to FAR 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003), the Contractor shall designate a financial institution for receipt of electronic funds transfer payments. This designation shall be submitted, in writing, to the finance office designated in the contract.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 RESTRICTIONS ON PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT

Section 903(c) of the Public Health Service Act (PHS Act), 42 U.S.C. 299a-1, states in part that "No information, if the establishment or person supplying the information or described in it is identifiable, obtained in the course of activities undertaken or supported under this title, may be used for any purpose other than the purpose for which it was supplied unless such establishment or person has consented...to its use for such other purpose. Such information may not be published or released in other form if the person who supplied the information or who is described in it is identifiable unless such person has consented...to its publication or release in other form."

To ensure compliance with these requirements and to fulfill the mandate of 923(b)(1) of the PHS Act, 42 U.S.C. 299c-2(b)(1), to assure that statistics developed with AHRQ support are of high quality, comprehensive, timely, and adequately analyzed, except as otherwise provided in this contract, the Agency for Healthcare Research and Quality (AHRQ) must, prior to dissemination by the contractor, review all reports, presentations, or other disclosures that contain information, statistics, analytical material, or any other material, which is based on or derived from work performed under this contract. Accordingly:

- (a) Except as provided in H.1(c), (e), and H.2(d), the contractor will not publish, have published, or otherwise disseminate any material resulting or derived from the work performed for AHRQ-funded research, except in accordance with the terms or conditions required by the Project Officer or until AHRQ has published the results of the research.
- (b) AHRQ will, within three months of the receipt of any proposed publication, presentation, or any other disclosure of materials derived from information collected or produced for a particular task order, use best effort to review the proposed report, presentation, or other text to assure that (1) identifiable information is being used for the purpose for which it was supplied; (2) the privacy of individuals supplying the information or described in it is not violated; and (3) the quality of statistical work meets the statutory standards cited above.
- (c) Except as provided in H.1(e), in the event no written conditions or approval are received from the Project Officer by the end of the three month period following submission of a request (that is accompanied by the proposed text) to publish a report or to make a presentation or other disclosure of material derived from work performed for AHRQ-funded research, the contractor may publish, present, or otherwise disclose this material subject to the restrictions of Section 903(c). However, the contractor must print prominently on the report or any portion of it which is released, or state prior to any oral or other disclosure of material derived from work performed under this contract, the following disclaimer:

"THIS REPORT (*or other appropriate description of publication*) HAS NOT BEEN APPROVED BY THE AGENCY FOR HEALTHCARE RESEARCH AND QUALITY"

- (d) Whether or not written approval of the Project Officer is received, the contractor must:

- print the following statement prominently on written reports or other forms of recorded data derived from work performed under this contract which is to be released; or
- preceding any presentation or other oral disclosure of such material make the following statement:

"IDENTIFIABLE INFORMATION ON WHICH THIS REPORT, PRESENTATION, OR OTHER FORM OF DISCLOSURE IS BASED, IS CONFIDENTIAL AND PROTECTED BY FEDERAL LAW, SECTION 903(c) OF THE PUBLIC HEALTH SERVICE ACT, 42 U.S.C. 299a-1(c). ANY IDENTIFIABLE INFORMATION THAT IS KNOWINGLY DISCLOSED IS DISCLOSED SOLELY FOR THE PURPOSE FOR WHICH IT HAS BEEN SUPPLIED. NO IDENTIFIABLE INFORMATION ABOUT ANY INDIVIDUAL SUPPLYING THE INFORMATION OR DESCRIBED IN IT WILL BE KNOWINGLY DISCLOSED EXCEPT WITH THE PRIOR CONSENT OF THAT INDIVIDUAL."

- (e) In cases where the Contracting Officer has given written notice that the Government intends to retain all rights in any particular data produced under this contract, the contractor shall have no right without prior written permission of the Contracting Officer to publish any of those data or analyses based on those data, depending on the scope of the Contracting Officer's notice.
- (f) Whenever data or analyses are to be developed by a subcontractor under this contract, the contractor must include the terms of H.1(a), (b), (c), (d) and (e) in the subcontract, without substantive alteration, and with a prohibition on the subcontractor engaging in further assignment of its obligations to the contractor. No clause may be included to diminish the Government's restriction on publication and dissemination of work or material derived from work performed under this contract.

## H.2 DEBARMENT

Violation of the special provisions of this contract entitled **RESTRICTIONS ON PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT, and RIGHTS IN DATA - SPECIAL WORKS** will be viewed as a serious violation of the terms of this contract as the requirements in this provision reflect AHRQ statutory obligations and responsibilities. Such violations, as well as other violations, of the contract terms which are deemed serious, could result in the initiation of debarment proceedings in accordance with the Federal Acquisition Regulations and the Department of Health and Human Services implementing regulations.

## H.3 SUBCONTRACTS

The contractor must include in any subcontracts executed or used to provide the support specified in this contract the terms of requirements H.1, H.2 and H.3. These requirements are to be included without substantive alteration, and no clause may be included to diminish these requirements.

Award of any subcontract is subject to the written approval of the Contracting Officer upon review of the supporting documentation as required by FAR Clause 52.215-12, Subcontractor

Cost or Pricing Data, of the General Clauses incorporated into this contract. A copy of the signed subcontract shall be provided to the Contracting Officer.

#### **H.4 LATE PAYMENTS TO THE GOVERNMENT**

Late payment of debts owed the Government by the Contractor, arising from whatever cause, under this contract/order shall bear interest at a rate or rates to be established in accordance with the Treasury Fiscal Requirements Manual. For purposes of this provision, late payments are defined as payments received by the Government more than 30 days after the Contractor has been notified in writing by the Contracting Officer of:

- a. The basis of indebtedness.
- b. The amount due.
- c. The fact that interest will be applied if payment is not received within 30 days from the date of mailing of the notice.
- d. The approximate interest rate that will be charged.

#### **H.5 PRIVACY ACT**

The Privacy Act clauses cited in Section I (FAR 52.224-1 and 52.224-2) are applicable to the consultant records kept by the Contractor for the Agency for Healthcare Research and Quality.

You are hereby notified that the Contractor and its employees are subject to criminal penalties for violations of the Act (5 U.S.C. 552a(ii)) to the same extent as employees of the Department. The Contractor shall assure that each Contractor employee is aware that he/she can be subjected to criminal penalties for violations of the Act. Disposition instructions: Records are to be destroyed after contract closeout is completed and final payment is made and in accordance with IRS regulations.

#### **H.6 PRO-CHILDREN ACT of 1994**

The Pro-Children Act of 1994, P.L. 103-227, imposes restrictions on smoking where certain federally funded childrens' services are provided. P.L. 103-227 states in pertinent part: "PHS strongly encourages all grant and contract recipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. In addition, P.L. 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children."

#### **H.7 SALARY CAP GUIDE NOTICE UPFDATE**

Pursuant to P.L. 108-199, no Fiscal Year 2004(October 1, 2004 - September 30, 2004) funds may be used to pay the direct salary of an individual through this contract at a rate in excess of the direct salary rate for Executive Level I of the Federal Executive Pay Scale. That rate is \$175,700 per year for the period of January 1, 2004 through December 31, 2004. Direct salary is exclusive of overhead, fringe benefits, and general and administrative expenses. The salary limit also applies to individuals proposed under subcontracts. If this is a multi-year contract, it may be subject to unilateral modifications

by the Government if any salary rate ceilings are established in future DHHS appropriation acts. P.L. 108-199 states in pertinent part:

None of the funds appropriated in this Act for the National Institutes of Health, the Agency for Healthcare Research and Quality, and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level I.

Contractors shall absorb that portion of an employee's salary (plus the dollar amount for fringe benefits and indirect costs associated with the excess) that exceeds a rate of \$175,700 a year.

## **H.8 PERSONNEL SECURITY REQUIREMENTS**

### **BACKGROUND**

The Office of Assistant Secretary for Management and Budget, Department of Health and Human Services (DHHS), requires that all DHHS employees and contractor employees (including subcontractors) who will be working in a DHHS-owned or leased space and/or who will have access to DHHS equipment, and non-public privileged, proprietary, or trade secret information, undergo a background investigation.

### **GENERAL**

Notwithstanding other submission requirements stated elsewhere in this contract, the contractor shall appoint and identify a Contractor Security Representative and submit the following information for each employee to the Contracting Officer, thirty (30) calendar days of contract award.SF-85 Questionnaire for Non-Sensitive Positions

HHS Credit Release (Attachment Number 3)

OF-306 Declaration for Federal Employment

Current resume

*Note: Forms are available at: <http://www.gsa.gov/Portal/formslibrary.jsp>*

Within thirty (30) days of contract award each employee will be required to have electronic fingerprinting performed — Fingerprinting services are available by appointment only through the Program Support Staff (PSC) and will be arranged by AHRQ.

## **PART II - CONTRACT CLAUSES**

(01/04-DCM)  
(FAC 2001-19)

### **SECTION I CONTRACT CLAUSES GENERAL CLAUSES FOR A COST-PLUS-A-FIXED-FEE CONTRACT**

#### **CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)**

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

#### **I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES**

<b>FAR Clause No.</b>	<b>Title and Date</b>
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fee (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)
52.204-4	Printing or Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration. (OCT 2003)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.215-2	Audit and Records - Negotiation (JUN 1999)
52.215-8	Order of Precedence-Uniform Contract Format (Oct 1997)

52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$550,000)
52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$550,000)
52.215-15	Pension Adjustments and Asset Reversions (JAN 2004)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002)
52.216-8	Fixed Fee (MAR 1997)
52.217-2	Cancellation Under Multiyear Contracts (OCT 1997)
52.217-8	Option to Extend Services (NOV 1999)
52.219-8	Utilization of Small Business Concerns (OCT 2000)
52.219-9	Small Business Subcontracting Plan (JAN 2002) (Applicable to contracts over \$500,000)
52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
52.219-25	Small Disadvantaged Business Participation Programs— Disadvantaged Status and reporting (OCT 1999)
52.222-2	Payment for Overtime Premiums (JUL 1990). The amount in paragraph (a) is "zero" unless different amount is separately stated elsewhere in contract.
52.222-3	Convict Labor (JUNE 2003)
52.222-26	Equal Opportunity (APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (DEC 2001)
52.222-36	Affirmative Action for Workers With Disabilities (JUNE 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (DEC 2001)
52.223-6	Drug Free Workplace (MAY 2001)

52.223-14	Toxic Chemical Release Reporting (AUG 2003)
52.224-1	Privacy Act Notification (APRIL 1984)
52.224-2	Privacy Act (APRIL 1984)
52.225-1	Buy American Act - Supplies (JUNE 2003)
52.225-13	Restrictions on Certain Foreign Purchases (DEC 2003)
52.227-1	Authorization and Consent (JULY 1995)
52.227-2	Notice and Assistance Regarding Patent and Copy- Right Infringement (AUG 1996)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-14	Rights in Data - General (JUNE 1987)
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.230-2	Cost Accounting Standards (APR 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998)
52.230-6	Administration of Cost Accounting Standards (NOV 1999)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-17	Interest (JUNE 1996)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996) Alternate I (JUNE 1985)
52.237-10	Identification of Uncompensated Overtime (Oct 1997)
52.232-33	Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003)

52.239-1	Privacy or Security Safeguards (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (JULY 1995)
52.243-2	Changes - Cost Reimbursement (AUG 1987) - Alternate II (APRIL 1984)
52.244-2	Subcontracts (AUGUST 1998)
52.244-5	Competition in Subcontracting (DEC 1996)
52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contract (JUNE 2003)
52.246-5	Inspection of Services-Cost Reimbursement (APRIL 1984)
52.246-23	Limitation of Liability-(FEB 1997)
52.248-1	Value Engineering (FEB 2000)
52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	Excusable Delays (APRIL 1984)
52.251-1	Government Supply Sources (APRIL 1984)
52.253-1	Computer Generated Forms (JAN 1991)

## II. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES

### HHSAR

Clause No.	Title and Date
352.202-1	Definitions (JAN 2001)
352.242-71	Final Decisions on Audit Findings (APRIL 1984)
352.228-7	Insurance - Liability to Third Persons (DEC 1991)

352.232-9	Withholding of Contract Payments (APRIL 1984)
352.233-70	Litigation and Claims (APR 1984)
352.224-70	Confidentiality of Information (APRIL 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons With Disabilities (JAN 2001)
352.270-6	Publication and Publicity (JUL 1991)
352.270-7	Paperwork Reduction Act (JAN 2001)

**KEY PERSONNEL (APRIL 1984) (HHSAR 352.270-5)**

The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(End of clause)

### **PART III- LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS**

#### **SECTION J - LIST OF ATTACHMENTS**

<u>Attachment</u>	<u>Pages</u>
1. Past Performance Questionnaire and Contractor Performance Form	5
2. SF LLL-A, Disclosure of Lobbying Activities	3
3. HHS Credit Release Form	1
4. Small and Small Disadvantaged Business Subcontracting Plan	7
5. Proposal Intent Form	1

**NOTE: ALL ATTACHMENTS ARE LOCATED AT THE END OF THIS REQUEST  
FOR PROPOSAL**

**PART IV. REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION K**

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1	HHSAR 315.204-5	Representations and Instructions
K.2	FAR 52.203-2	Certification of Independent Price Determination (APRIL 1985)
K.3	FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
K.4	FAR 52.204-3	Taxpayer Identification (OCT 1998)
K.5	FAR 52.204-5	Women-Owned Business Other than Small Business (May 1999)
K.6	FAR 52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (DEC 2001)
K.7	FAR 52.215-6	Place of Performance (OCT 1997)
K.8	FAR 52.219-1	Small Business Program Representations (APR 2002)
K.9	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
K.10	FAR 52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
K.11	FAR 52.222-25	Affirmative Action Compliance (APRIL 1984)
K.12	FAR 52.223-13	Certification of Toxic Chemical Release Reporting (AUG 2003)
K.13	FAR 52.225-2	Buy American Act - Certificate (JUNE 2003)
K.14	FAR 52.226-2	Historically Black College or University and Minority Institution Representation (MAY 2001)
K.15	FAR 52.230-1	Cost Accounting Standards Notice and Certification (JUNE 2000)

K.16	FAR 15.406-2	Certificate of Current Cost and Pricing Data
K.17	P.L. 103-227	Certification Regarding Environmental Tobacco Smoke Use for Full and Open Competition
	52.219-22	Small Disadvantaged Business Status (Oct 1999) Alternate I (Oct 1998) <b><u>(Use only if price evaluation is being used)</u></b>

## K.I REPRESENTATIONS AND INSTRUCTIONS

(a) Section K, Representations, certifications, and other statements of offerors.

(1) This section shall begin with the following and continue with the applicable representations and certifications:

TO BE COMPLETED BY THE OFFEROR: (The Representations and Certifications must be executed by an individual authorized to bind the Offeror.) The Offeror makes the following Representations and Certifications as part of its proposal. (Check or complete all appropriate boxes or blanks on the following pages.)

\_\_\_\_\_  
(Name of Offeror) (RFP No.)

\_\_\_\_\_  
(Signature of Authorized Individual) (Date)

(Typed Name of Authorized Individual)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

## K.2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

\_[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.  
(End of provision)

### K.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (FAR 52.203-11)

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(End of provision)

#### K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

- (a) Definitions:

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may either be a Social Security Number or an Employer Identification Number.

- (b) All offerors are required to submit the information required in paragraph (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ TIN:
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
  - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have an income effectively connected with the conduct of a trade or business in the United States (U.S.) and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other\_\_\_\_\_.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:
  - Name
  - TIN

(End of provision)

#### K.5 WOMEN-OWNED BUSINESS(Other Than Small Business (MAY 1999) (FAR 52.204-5)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or

more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation.[*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.*] The offeror represents that it is ☐ is not ☐ a women-owned business concern.

(End of Provision)

K.6 CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS  
(DEC 2001) (FAR 52.209-5)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred,suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ , within the three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property;

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ☐ have not ☐ , within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers,; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) (A) The Offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐ has not ☐, within the past three-year, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

- (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
- (2) Had a Federal court judgement in a civil case brought by the United States rendered against them; or
- (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKE SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 PLACE OF PERFORMANCE  
(OCT 1997) (FAR 52.215-6)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces required information:

Place of Performance (Street Name and Address of Owner Address, City, County State, and Operator of the Plant Zip Code) or Facility if Other than Offeror or respondent

---

(End of provision)

K.8 SMALL BUSINESS PROGRAM REPRESENTATIONS  
(APR 2002) (FAR 52.219-1)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_.
- (2) The small business size standard is \_\_\_\_\_.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) [Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.]  
The offeror represents, for general statistical purposes that it ☐ is ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.]

The offeror represents as part of its offer that it [ ] is [ ] is not a women-owned small business concern.

- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.) The offeror represent as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision -

**Service-disabled veteran-owned small business concern-**

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

**Small business concern**, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

**Veteran-owned small business concern**, means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

**Women-owned small business concern**, means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice

of the set-aside contains restrictions on the source of the end items to be furnished.

- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall
- (i) be punished by imposition of a fine, imprisonment, or both;
  - (ii) be subject to administrative remedies, including suspension and debarment; and
  - (iii) be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

#### K.9 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (FAR 52.222-21)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.
- (End of Clause)

#### K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)

The offeror represents that--

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### K.11 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that--

- (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (4) CFR 60-1 and 60-2,

or

- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

(End of provision)

#### K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (FAR 52.223-13)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that -

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ☐ (ii) the facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).
- ☐ (iv) The facility does not fall within Standard Industrial Classification Codes (SIC) or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081 and 1094).
  - (B) Major group codes 12 (except 1241).
  - (C) Major group codes 20 through 39.
  - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
  - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- ☐ (v) The facility is not located in the United States or its outlying areas.

(End of provision)

#### K.13 BUY AMERICAN ACT CERTIFICATE (JUNE 2003) (FAR 52.225-2)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act- Supplies."

(b) Foreign End Products:

Line Item No. Country of Origin

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

K.14 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND  
MINORITY INSTITUTION REPRESENTATION  
(FAR 52.226-2) (MAY 2001)

(a) *Definitions.* As used in this provision-

“Historically Black College or University” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority Institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1076k, including a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101(a)).

(b) *Representation.* The offeror represents that it-

\_\_\_ is \_\_\_ is not a Historically Black College or University;

\_\_\_ is \_\_\_ is not a Minority Institution

(End of Provision)

K.15 COST ACCOUNTING STANDARDS NOTICES AND  
CERTIFICATION

(FAR 52.230-1) (JUNE 2000)

NOTE: This notice does not apply to small businesses or foreign governments.  
This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR, Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision. Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

- ☐ (1) Certificate of Concurrent Submission of Disclosure Statement.  
The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity, as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant

ACO or Federal official where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- ☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant  
ACO or Federal official where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost

Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes    ☐ No

(End of Provision)

### ALTERNATE I (APR 1996)

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution.

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

☐ (a) A Disclosure Statement filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

☐ (b) The Disclosure Statement will be submitted within the six month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of cognizant ACO or Federal Official where Disclosure Statement is to be filed:

**(END OF ALTERNATE I)**

### K.16 CERTIFICATE OF CURRENT COST OR PRICING DATA (FAR 15.406-2)

#### CERTIFICATE OF CURRENT COST OR PRICING DATA

When cost or pricing data are required, the contracting officer shall require the contractor to execute a Certificate of Current Cost or Pricing Data using the format in this paragraph, and shall include the executed certificate in the contract file.

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.401 of the Federal Acquisition Regulation(FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification, in writing, to the contracting officer or the contracting officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM

NAME \_\_\_\_\_ Signature

TITLE

DATE OF EXECUTION\*\*\*

\* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., Request for Proposal number).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price agreed to.

End of Certificate

## K.17 ENVIRONMENTAL TOBACCO SMOKE

The Public Health Service strongly encourages all grant and contract recipients to provide a smoke-free workplace and to promote the nonuse of all tobacco products. In addition, Public Law 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor certifies that the submitted organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Organization: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

### Small Disadvantaged Business Status. (Oct 1998) (FAR 52.219-22)

#### (a) *General.*

This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

#### (b) *Representations.*

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since certification.

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_)

(c) *Penalties and Remedies.* Anyone how misrepresents any aspect of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

- (1) Be punished by imposition of a fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.
- (End of Provision)

Use Alternate I, when SDB concerns is authorized on a regional basis.

Alternate I (Oct 1998)

(3) Address. The offeror represents that its address ☐ is, ☐ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and

regions is posed at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administrations or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)**

This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make the full text available. Also, the full text of a clause may be assessed electronically at this address: <http://www.arnet.gov/far/>

- a. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Solicitation Provisions
  - (1) 52.215-16 Facilities Capital Cost of Money (OCT 1997)
  - (2) 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)

### **L.2 DATA UNIVERSAL NUMBERING (DUNS) NUMBER (OCT 2003) (FAR 52.204-6)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNSnumber—
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business name.
    - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company physical street address, city, state and Zip Code.
    - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
    - (v) Company telephone number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.
    - (viii) Chief executive officer/ key manager.

- (ix) Line of business (industry)
- (X) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

### **L.3 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (MAY 2001) ALTERNATE I (JAN 2004)(FAR 52.215-1)**

- (a) Definitions. As used in this provision –

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

- (c) Submission, modification, revision, and withdrawal of proposals.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

- (2) The first page of the proposal must show—

- (i) The solicitation number;

- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submissions, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modification or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
    - (3) It is the only proposal received.
  - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the

proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
  - (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  - (5) Offerors shall submit proposals submitted in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
  - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offers may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall —
  - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
  - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection
  - (iv) A summary of the rationale for award
  - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (vi) Reasonable responses to relevant questions posed by the debriefed offerors as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### **L.4 TYPE OF CONTRACT (APRIL 1984)(FAR 52.216-1)**

The Government contemplates award of a cost-plus fixed fee contract resulting from this solicitation.

It is anticipated that up to five (5) awards will be made from this solicitation and that the award will be made on/about September 30,2004.

#### **L.5 SERVICE OF PROTEST(AUG 1996)(FAR 52.233-2)**

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Director, Division of Contracts Management  
Agency for Healthcare Research and Quality  
540 Gaither Road  
Rockville, Maryland 20850

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## **L.6 POINT OF CONTACT FOR TECHNICAL INQUIRIES**

The technical contact for additional information and answering inquiries is the Contracting Officer. All questions regarding this solicitation shall be in writing and received by the Contracting Officer no later than **May 2, 2004**. (E-mail or fax 301-427-1740).

## **L.7 GENERAL INSTRUCTIONS**

### Introduction

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions:

- a. Contract Type and General Provisions: It is contemplated that a cost-type contract will be awarded. In addition to the special provisions of this request for proposal (RFP), any resultant contract shall include the general clauses applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by Public Law, Executive Order, or procurement regulations, in effect at the time of execution of the proposed contract, will be included.
- b. Authorized Official and Submission of Proposal: The proposal shall be signed by an official authorized to bind your (the offeror's) organization. Your proposal shall be submitted in the number of copies, to the address, and marked as indicated in the cover letter of this solicitation. Proposals will be typewritten, reproduced on letter sized paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:
- I. TECHNICAL PROPOSAL: See Technical Proposal Instructions for recommended format (L.8). Please mark as original or copy.
  - II. PAST PERFORMANCE INFORMATION: See Past Performance Information Instructions for format (L.9)

- III. SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN: See Small Disadvantaged Business Plan Instructions for format (L.10) Please mark as original or copy.
  - IV. BUSINESS PROPOSAL: See Business Proposal Instructions for recommended format (L.11).
- c. Separation of Technical, Past Performance Information, and Business Proposal: The proposal shall be in 3 parts:
    - (1) Technical Proposal; (2) Past Performance Information; and (3) Business Proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal shall not contain reference to cost; however resources information, such as data concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical proposal so that your understanding of the Statement of Work (SOW) may be evaluated. It must disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.
  - d. Evaluation of Proposals: The Government will evaluate technical proposals in accordance with the criteria set forth in Section M, Evaluation/Award Criteria.
  - e. Rejection of Proposals: The Government reserves the right to reject any or all proposals received. It is understood that your proposal will become part of the official contract file.
  - f. Unnecessarily Elaborate Proposals: Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive visual and other presentation aids are neither necessary nor wanted.
  - g. Privacy Act: The Privacy Act of 1974 (Public Law (P.L.) 93-579) requires that a Federal agency advise each individual whom it asks to supply information: 1) the authority which authorized the solicitation; 2) whether disclosure is voluntary or mandatory; (3) the principal purpose or purposes for which the information is intended to be used; (4) the uses outside the agency which may be made of the information; and 4) the effects on the individual, if any, of not providing all or any part of the requested information.

Therefore:

- (1) The Government is requesting the information called for in this RFP pursuant to the authority provided by Section 301(g) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.
- (2) Provisions of the information requested are entirely voluntary.
- (3) The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

- (4) Failure to provide any or all of the requested information may result in a less than adequate review.
- (5) The information provided by you may be routinely disclosed for the following purposes:
  - to the cognizant audit agency and the General Accounting Officer for auditing;
  - to the Department of Justice as required for litigation;
  - to respond to Congressional inquiries; and
  - to qualified experts, not within the definition of Department employees for opinions as a part of the review process.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of AHRQ contracting programs. Authority for requesting this information is provided by Section 305 and Title IV of the Public Health Service Act, as amended.

- h. The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this or any acquisition action.

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

## **L.8 TECHNICAL PROPOSAL INSTRUCTIONS**

The technical proposal shall contain an original and twelve (12) copies. The technical proposal described below shall be limited to **125 pages** not including resumes or bibliographies, with no less than a 11 point pitch, with the majority of the text double-spaced (lists of deliverables, person loading charts, and similar materials need not be double-spaced, so long as they are legible). Resumes or CVs are only required for key personnel. Brief biographic sketches of other personnel may be provided. Lengthy proposals and voluminous appendices are neither needed nor desired as they are difficult to read and evaluate and may indicate the offeror's inability to concisely state their proposal.

- a. Recommended Technical Proposal Format

To offeror's proposal should present sufficient information to reflect a thorough understanding of the work requirements and a detailed plan for achieving the objectives of the scope of work. Technical proposals shall not merely paraphrase the requirements of the Agency's scope of work or parts thereof, or use of phrases such as "will comply" or "standard techniques will be employed." The technical proposal must include a detailed description of the techniques and procedures to be used in achieving the

proposed end results in compliance with the requirements of the Agency's scope of work.

- (1) Cover Page: The name of the proposing organization, author(s) of the technical proposal, the RFP number and the title of the RFP should appear on the cover. One (1) manually signed original copy of the proposal and the number of copies specified in the RFP cover letter are required.
- (2) Table of Contents: Provide sufficient detail so that all important elements of the proposal can be located readily.
- (3) Introduction: This should be a one or two page summary outlining the proposed work, your interest in submitting a proposal, and the importance of this effort in relation to your overall operation.
- (4) Technical Discussion: *The offeror shall prepare a technical discussion which addresses evaluation criteria A, B, C, D, E and F below. The evaluation criteria are as follows:*
  - A) Understanding the Problem
  - B) Technical Approach
  - C) Management Plan
  - D) Key Personnel
  - E) Facilities
  - F) Past Performance (See Section L.9)
  - G) Small Disadvantaged Business Participation Plan (See Section L.10)

**Technical proposals submitted in response to this RFP shall address each of the items described below, and shall be organized in the same manner and within the page limitations specified. Proposals shall be prepared in double-spaced format, with numbered pages.**

At a minimum, potential offerors must meet the following criteria:

- A. Must be either a state government or a duly appointed agent of a state government. If the offeror is an agent of a state government, a formal memorandum of understanding must be submitted at the time of proposal submission, which shows involvement of state entities, such as the state department of public health or health policy commission.
- B. Must demonstrate evidence of a significant statewide planning process in health information technology and data exchange, which included multiple stakeholders, addressed technology needs (including infrastructure and data exchange), identified methods to improve safety and quality of care, and designed a strategy to ensure sustainability of the data exchange enterprise. Stakeholders shall include, but not be limited to, major purchasers of healthcare within the state/region; significant payers, both public and private; and healthcare providers, including hospitals

ambulatory care facilities, home healthcare, and long-term care providers. Complete geographical involvement and/or coverage of the state or identified region must be demonstrated.

- C. These contracts are intended to leverage on-going efforts and continued investments of multiple partners in states and regions to create data sharing and interoperability health information systems. States are strongly encouraged to provide resources (cost and in-kind services) to supplement the funding provided through this contract. Detailed information relative to the level of resources provided should be submitted with the proposal. Additional points may be awarded based upon the level of cost sharing proposed.

#### **A) Understanding the Problem**

Offeror shall provide a brief statement of the issue(s)/problem(s) which underscore the concept of and need for this contract. Also included in this section shall be a description of the scope, purpose, and products of the different types of services called for under this contract. The offeror shall include a discussion of the issues related to patient safety research and adoption of patient safety practices as well as issues related to large scale program evaluation projects. Offeror shall address the critical interdependencies and technology enhancements to achieve state-level data exchange. The offeror shall provide a specific timeline and deployment in the proposal submission. General discussion of technical approaches to the different types of activities identified in the RFP should be included.

#### **B) Technical Approach**

1. Offeror shall submit a narrative which clearly addresses how it plans to develop, design, and implement the statement of work within the time constraints of the project. Within the content of the narrative, the Offeror shall also address plans for identifying, utilizing and monitoring consultants and subcontractors; generating clear, concise reports on project findings; and conducting quality assurance and problem area identification and resolution strategies.

2. Offeror shall clearly demonstrate experience in and ability to (a) establish and implement state and regional demonstrations of interoperable health information systems (b) assess the effect of these large-scale information technology efforts on patient safety and quality of care, as well as cost and efficiency of care across a state/regional area.; (c) identify and support statewide data sharing and interoperability activities aimed at improving the quality, safety, efficiency and effectiveness of health care for patients and populations on a discrete state or regional level via a primary contractor; (d) demonstrate evidence of a significant and statewide planning process in health information technology and data exchange which includes multiple stakeholders, addressed technology needs (including infrastructure and data exchange), identified methods to improve safety and quality of care, and designed a strategy to ensure sustainability of the data exchange enterprise; (e) demonstrate the ability to build upon ongoing

state/regional interoperability efforts and leverage on-going efforts and investments of multiple partners in states and regions to create data sharing and interoperability health information systems; (f) demonstrate the ability to engage complete geographical involvement and/or coverage of the state or identified region.

3. The Offeror shall address the technical approach proposed for each task required by the Statement of Work.

**C) Management Plan**

Offeror shall demonstrate its ability to achieve the delivery of performance requirements through the proposed use of organizational/corporate management and other personnel resources as well as demonstrate that the Offeror's organizational structure and capabilities will meet the project's milestones in a timely manner. In doing so, and at a minimum, the Offeror shall:

1. Demonstrate corporate/organizational experience in managing projects of a similar size and nature.
2. Provide a fully supported narrative showing Offeror's understanding of the requirements in the Statement of Work from a managerial perspective. The narrative should at a minimum address the following topics:
  - a) labor skill mix determination (why Offeror chose the skill mix for this project);
  - b) personnel selection and assignment (why Offeror chose an individual person for an individual job);
  - c) the percentage of full time core personnel (if a ratio of less than seventy percent full time core staff to thirty percent consultants/subcontractors is proposed, Offeror shall provide a detailed explanation of how the proposed staffing plan ensures that the work is conducted by individuals with a mastery of the technical requirements of the Statement of Work).
  - d) monitoring and control of services provided: technical quality, responsiveness, cost control, and effective and efficient resource utilization, compliance with technical requirement and contract provisions. Clearly show proposed system for quality control of work performed, including documents to be produced, and proposed system for management control and contract provision compliance;
  - e) managerial problems Offeror expects to encounter. Describe the methods Offeror proposes to solve these problems. Demonstrate ability and flexibility to rapidly solve the same or similar managerial problems encountered previously;
  - f) ability and flexibility to respond rapidly to changes in budget, priorities, and schedule.

3. Indicate clear lines of authority and delineation of staff responsibilities.
4. Describe the number of person hours for each task and for service delivery.
6. Describe coordination with proposed subcontractors/consultants, including monitoring of their performance.
7. Provide a signed agreement, e.g., a letter of commitment, between the Offeror and any personnel other than current direct employees that includes dates of employment and specific tasks to be performed.
8. Provide a person-level task-loading chart (to include consultant and subcontractors effort) and an organizational chart indicating clear lines of authority, delineating staff responsibilities and a plan for organizational backup. Employees not currently employed by the Offeror shall be listed with an asterisk (\*).

**D) Key Personnel**

The proposal shall specify the project team, including subcontractors and consultants. In this project, the Project Director, Project Manager (if used), and evaluators are classified as key personnel.

1. Offeror shall provide evidence of the availability, qualifications, and demonstrated experience of key management personnel, including the Project Director, and Project Manager, if used. The Project Director should have, at a minimum, a doctoral degree and have extensive experience in program evaluation. The Project Director should not have less than ten (10) years total work experience which includes: 1) at least eight (8) years in the SOW's specialty services field in progressively responsible positions; and 2) demonstrated skills in organizing and monitoring challenging and complex projects conducted by groups of diverse professionals.

The Project Manager, if used, should have, at a minimum, a masters degree in a health and human services-related specialty and not less than eight (8) years total work experience which includes: 1) at least five (5) years in the specialty services field; 2) knowledge of Healthcare IT and state information integration issues; and 3) demonstrated skills in organizing and monitoring complex projects in health care and health IT.

- a. Describe how the education and technical experience of the Project Director, the Project Manager and other key technical personnel specifically relate to the SOW.
- b. Provide length and currency of the overall education of the Project Director, the Project Manager and other key technical personnel.
- c. Describe the experience of the proposed Project Director and the Project Manager in managing the SOW and complex projects involving the program evaluation of large scale multiple component research programs. This description shall include at a minimum the size of projects managed, start-up time required, number of projects managed, problems encountered, and the

resolution of those problems. Describe those projects currently managed. Describe how the management experience of the proposed Project Director and the Project Manager equips them to manage a staff which reflects the diversity of the SOW.

- d. Describe the ability of the proposed Project Director, the Project Manager, and others to address issues of policy and legal sensitivity as they relate to the SOW.
2. Offeror shall provide evidence of availability, qualifications, and demonstrated experience of key medical, education, and technical personnel. They should possess the education, experience, and demonstrated skills to conduct a comprehensive healthcare IT state integration program.
- a. Describe how the education and technical experience of the proposed technical personnel specifically relate to the SOW.
  - b. Provide length and currency of the overall education of the proposed technical personnel.
  - c. Describe the management experience of the technical personnel, if they are to serve as team leaders. Include a description of their experience in independent problem solving and conflict resolution, in facilitating groups in the analysis of large quantities of information, and in coordinating and editing the work of others in the production of extensive, complex reports. Describe those projects currently managed.
  - d. Describe the ability of the technical personnel to address issues of medical education and learning as they relate to the SOW.

## **E) Facilities**

Offeror must demonstrate that adequate facilities, space and equipment are available for the accomplishment of project goals and objectives.

## **L.9 Past Performance Information**

Offerors shall submit the following information as part of their proposal for both the offeror and proposed major subcontractors:

- (1) A list of the last five (5) contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process. Contracts listed may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required for all key personnel. Include the following information for each contract and subcontract:
  - a: Name of contracting activity
  - b: Contract number
  - c: Contract type

- d: Total contract value
- e: Contract work
- f: Contracting Officer and telephone number
- g: Program Manager and telephone number
- h: Administrative Contracting Officer, if different from item f, and telephone number
- i: List of major subcontracts

- (2) The offeror may provide information on problems encountered on the contracts and subcontracts identified in (1) above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
- (3) The offeror may describe any quality awards or certifications that may indicate the offeror possesses a high-quality process for developing and producing the product or service required. Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- (4) Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance.

The attached Past Performance Questionnaire and Contractor Performance Form shall be completed by those contracting organizations listed in (1) above. The evaluation forms shall be completed and forwarded directly to the following:

Mary Haines  
Agency for Healthcare Research and Quality  
Division of Contracts Management  
540 Gaither Road  
Rockville, Maryland 20850  
FAX: 301-427-1740

Evaluation forms must be received by **June 15, 2003** in order to be included in the review process. It is the responsibility of the offeror to ensure that these documents are forwarded to the Contracting Officer.

#### **L.10 SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN**

In accordance with FAR Part 15.304©4, the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract shall be evaluated in unrestricted acquisitions expected to exceed a total estimated cost of

\$500,000 (\$1,000,000 for construction) subject to certain limitations (see FAR 19.201 and 19.202.

- A. All offerors, regardless of size, shall submit the following information in an original and one copy:

A plan on the extent of participation of Small Disadvantaged Business concerns in performance of the contract. Participation in performance of the contract includes the work expected to be performed by SDB concern(s). This can include SDB (as prime contractor), joint ventures, teaming arrangements, and subcontracts. Include the following information in SDB participation plans:

1. The extent of an offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Enforceable commitments will be weighted more heavily than non-enforceable ones.
2. Specifically identify the SDB concerns with points of contact and phone number.
3. The complexity and variety of the work SDB concerns are to perform.
4. Realist for the use of SDB in the proposal.
5. Past performance of the offeror in complying with subcontracting plans for SDB concerns.
6. Targets expressed as dollars and percentage of total contract value for each participating SDB; which will be incorporated into and become part of any resulting contract.
7. The extent of participation of SDB concerns in terms of the total acquisition.

B. SDB participation information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates realistic commitments to use SDB concerns relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's commitment to SDB participation.

## **L.11 BUSINESS PROPOSAL**

The offeror shall submit as part of the proposal a separate enclosure titled "Business Proposal." The Business Proposal shall include the Cost/Price Proposal, the Small Business Subcontracting Plan, and Other Administrative Data in accordance with the following:

The offeror shall submit as part of the proposal a separate enclosure titled "Business Proposal." The Business Proposal shall include the Cost/Price Proposal, the Small Business Subcontracting Plan and Other Administrative Data in accordance with the following:

A. Cost/Price Proposal

A cost proposal, original and 4 copies, shall be provided only to the extent that it shall include:

1. Certified, unloaded, labor rates for individuals expected to work on a project of this size and nature primarily on-site and full time (see Section B.2, C.2 and L.8).
2. Certified documentation indicating that the offeror has a cost accounting system in place which allows for the collection, tracking and reporting of all costs under a cost reimbursement-type contract. Certified documentation that the offeror has a current indirect cost rate agreement in place with a federal agency or that is in the process of obtaining or revising such an agreement. A copy of the indirect cost rate agreement or the proposed rate agreement shall be provided
3. Certified documentation that the offeror has a current indirect cost rate agreement in place with a federal agency or that is in the process of obtaining or revising such an agreement. A copy of the indirect cost rate agreement or the proposed rate agreement shall be provided.

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price.

As appropriate, cost breakdowns shall be provided for the following cost elements.

(a) Direct Labor

The estimated cost for all personnel who will be assigned for direct work on this project shall be included. Give the name, title, percent of effort or time, salary and fringe benefits for each employee.

Salary increases that are anticipated during performance of a resultant contract should be proposed as a cost. If escalation is included, state the degree (percent) and methodology, e.g., annual flat rate applied to a base rate as of a specific date or a mid-pointed rate for the period of performance. State whether any additional direct labor (new hires) will be required during the performance period of this procurement. If so, state the number required and anticipated date of hire. Also, specify the month and day on which your fiscal year commences.

(b) Supplies and Equipment

Include description, unit price, quantity, total price, justification for purchasing or leasing items and the basis for pricing (vendor quotes, invoices prices, etc.).

(c) Travel

The amount proposed for travel shall be supported with a breakdown which includes purposes, destination, duration, and estimated cost (transportation and per diem) for each proposed trip. If travel costs are proposed on the basis of your organization's established travel policy, a copy of the policy must be provided.

(d) Consultants

This element should include name(s) of consultant, number of days, and daily rate. The method of obtaining each consultant, either sole source or competitive, and the degree of competition or the rationale for sole source shall be explained.

(e) Subcontractors

Subcontractor costs shall be broken down and supported by cost and pricing data adequate to establish the reasonableness of the proposed amount. Support documentation should include degree of subcontract competition and basis for selecting source.

(f) Other Direct Costs

Any proposed other direct costs shall be supported with breakdown outlining the separate costs proposed and details supporting the formulation of the costs proposed. A signed agreement between the offeror and any personnel other than direct employees that includes dates of employment, salary, and specific tasks to be performed should be included.

(g) Indirect Costs

Indicate how you have computed and applied indirect costs, and provide a basis for evaluating the reasonableness of the proposed rates.

- B. Small Business Subcontracting Plan: All offerors except small businesses are required to submit a subcontracting plan in accordance with the Small Business Subcontracting Plan, FAR 52.219-9, incorporated in this solicitation. A copy of the AHRQ model subcontracting plan is provided as an attachment to this solicitation. If the model plan is not used, all elements outlined must be addressed in the offeror's format. **If the offeror is not a small business and fails to submit a subcontracting plan with the initial proposal, the offeror will be considered nonresponsive and their proposal will be returned without further consideration.**

**This provision does not apply to small business concerns. This provision does apply to all other offerors, including large business concerns, colleges, universities and non-profit organizations.**

The term “subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/ purchase orders for supplies and services such as equipment purchase, copying services, and travel services.

The offeror understands that:

- a. No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer. The plan will be incorporated in to the contract.
- b. An acceptable plan must, in the determination of the Contracting officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
- c. If a subcontractin plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the contral and with the fault or negligence of the offeror, the offeror shall be ineligible for award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
- d. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- e. It is the offeror’s responsibility to develop a satisfactory subcontracting plan with respect to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns, and that each such aspect of the offeror’s plan will be judged independent of the other.
- f. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government Contracting Officer or as otherwise directed, with a copy to the prime Contractor’s designated small and disadvantaged business liaison.
- g. For this particular acquisition, the AHRQ recommended goal (as a percentage of total contract value for the base period) is **23% for Small Businesses**, which shall included at least **5%** (as a percentage of total planned subcontract dollars for the base period) for **Small Disadvantaged Businesses**, at least **5%** (as a percentage of total planned subcontract dollars total planned subcontract dollars for the base period) for **Women-Owned Small Businesses**, and at least **2%** (as a percentage of total planned subcontract dollars for the base period) for

**HUBZone Small Businesses** and at least 3% (as a percentage of total planned subcontract dollars for the base period) for **Veteran-Owned Small Businesses**. These goals represent AHRQ's expectations of the minimum level for subcontracting with small business at the prime contract level. Any goal stated less than the AHRQ recommended goal shall be justified and is subject to negotiation.

B. Other Administrative Data

- (1) Terms and Conditions: The proposal shall stipulate that it is predicated upon the terms and conditions of the RFP. In addition, it shall contain a statement to the effect that it is firm for a period of at least 120 days from the date of receipt thereof by the Government.

Minimum Bid Acceptance Period (April 1984)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
  - (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
  - (c) The Government requires a minimum acceptance period of 120 days.
  - (d) A bid allowing less than the Government's minimum acceptance period may be rejected.
  - (e) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (i) the acceptance period stated in paragraph (3) above, or (ii) any longer acceptance period stated in paragraph (4) above.
- (2) Authority to Conduct Negotiations: The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations and to execute contracts.
- (3) Property:
- (a) It is HHS policy that contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the contracting officer. If additional equipment must be acquired, you shall include the description, estimated cost of each item and whether you will furnish such items with your own funds.
  - (b) You shall identify Government-owned property in your possession and/or property acquired from Federal funds to which you have title, that is proposed to be used in the performance of the prospective contract.

- (c) The management and control of any Government property shall be in accordance with HHS Publication (OS) 74-115 entitled, Contractor's Guide for Control of Government Property" 1990, a copy of which will be provided upon request.
- (4) Royalties: You shall furnish information concerning royalties which are anticipated to be paid in connection with the performance of work under the proposed contract.
- (5) Commitments: You shall list other commitments with the Government relating to the specified work or services and indicate whether these commitments will or will not interfere with the completion of work and/or services contemplated under this proposal.
- (6) Financial Capacity: You shall provide sufficient data to indicate that you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source. (Financial data such as balance sheets, profit and loss statements, cash forecasts, and financial histories of your organization's affiliated concerns should be utilized.)
- (7) Performance Capability: You shall provide acceptable evidence of your "ability to obtain" equipment, facilities, and personnel necessary to perform the requirements of this project. If these are not represented in your current operations, they should normally be supported by commitment or explicit arrangement, which is in existence at the time the contract is to be awarded, for the rental, purchase, or other acquisition of such resources, equipment, facilities, or personnel. In addition, you shall indicate your ability to comply with the required or proposed delivery or performance schedule taking into consideration all existing business commitments, commercial as well as Government.
- (8) Representations and Certifications: Section K, "Representations and Certifications and Other Statements of Offerors" shall be completed and signed by an official authorized to bind your organization. **This section shall be made a part of the original business proposal**

## **L.12 SELECTION OF OFFERORS**

- a. The acceptability of the technical portion of each contract proposal will be evaluated by the technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a limited cost review, management analysis, etc.
- c. The Contracting Officer will, in concert with Agency staff, evaluate past performance of the technically acceptable offerors and decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range, if necessary. All aspects of the proposals are subject to discussions, including

cost, technical approach, past performance, and contractual terms and conditions. Final Proposal Revisions will be requested with the reservation of the right to conduct limited negotiations after submission of the Final Proposal Revisions.

- d. A final best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, past performance, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, past performance, and other factors considered.
- e. The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **TECHNICAL EVALUATION CRITERIA**

- M.1** Selection of an offeror for contract award will be based on an evaluation of proposals against four factors and award will be made to that responsible offeror whose proposal is most advantageous to the Government. The four factors are: technical, cost, past performance and the Small Disadvantaged Business (SDB) plan. The technical proposal will receive paramount consideration in the selection of the Contractor(s) for this acquisition. Offerors that submit technically acceptable proposals will then be evaluated for past performance and for their SDB Participation Plan. Following the evaluation of the offeror's past performance and SDB Participation Plan, a competitive range will be determined.
- M.2** All evaluation factors, other than cost or price, when combined are significantly more important than cost or price. However, cost/price may become a critical factor in source selection in the event that two or more offerors are determined to be essentially equal following the evaluation of all factors other than cost or price. In any event, the Government reserves the right to make an award to that offeror whose proposal provides the best overall value to the Government. The Government reserves the right to make a single award, multiple awards, or no award at all.

### **THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT DISCUSSION**

- M.3** All proposals will be reviewed in accordance with the governing regulations and AHRQ policies and procedures. The technical proposal, past performance information and SDB Participation Plan will be evaluated in terms of the offeror's responses to each of the evaluation factors. Each proposal will be evaluated on the likelihood of meeting the Government's requirements. The evaluation factors and assigned weights which will be used in the overall review of the offeror's proposal are outlined below. The technical proposal shall consist of the responses to evaluation criteria A through E. The offeror should show that the objectives stated in the proposal are understood and offer a logical program for their achievement. The following criteria will be used to evaluate proposals and will be weighed as indicated in establishing a numerical rating for all proposals submitted. Factors facilitating the evaluation of each criteria below are referenced in the corresponding criteria found in Section L of this solicitation:

**OFFERORS PLEASE NOTE:** Evaluation Criteria A through E, for a total of 100 points, will be evaluated by a technical peer review committee, who will also recommend technical acceptability or unacceptability of the proposal. Program staff and contracting staff will review and evaluate Criteria F and G, for a total of 25 points. The total possible points for Evaluation Criteria A through G is 125 points.

<b><u>Evaluation Criteria</u></b>	<b><u>Weight</u></b>
<p>A. <u>Understanding the Problem</u></p> <p>The proposal shall be evaluated on the Offeror's demonstrated understanding of the problems of the project in its response to the objectives, tasks, and solutions thereto. The proposal shall be evaluated on the critical interdependencies and technology enhancements proposed to achieve state-level data exchange. The offeror's timeline and deployment schedule, submitted as part of their proposal, shall be evaluated.</p>	15 points
<p>B. <u>Technical Approach</u></p> <p>The proposal shall be evaluated on the completeness, reasonableness, clarity, and feasibility of the approach to satisfy the requirements of each individual task of the Statement of Work. The proposal shall be evaluated on the extent to which the offeror clearly demonstrates its experience and ability to: (a) establish and implement state and regional demonstrations of interoperable health information systems (b) assess the effect of these large-scale information technology efforts on patient safety and quality of care, as well as cost and efficiency of care across a state/regional area.; (c) identify and support statewide data sharing and interoperability activities aimed at improving the quality, safety, efficiency and effectiveness of health care for patients and populations on a discrete state or regional level via a primary contractor; (d) demonstrate evidence of a significant and statewide planning process in health information technology and data exchange which includes multiple stakeholders, addressed technology needs (including infrastructure and data exchange), identified methods to improve safety and quality of care, and design a strategy to ensure sustainability of the data exchange enterprise; (e) demonstrate the ability to build upon ongoing state/regional interoperability efforts and leverage on-going efforts and investments of multiple partners in states and regions to create data sharing and interoperability health information systems; (f) demonstrate the ability to engage complete geographical involvement and/or coverage of the state or identified region.</p>	30 points
<p>C. <u>Management Plan</u></p> <p>The offeror's demonstrated ability to achieve the delivery of performance requirements through the proposed use of State/corporate/organizational management and other personnel resources will be evaluated. The offeror's demonstrated ability to manage subcontractors and consultants, and the ability to complete the project milestones using a cost-effective approach will be evaluated. The management plan will also be evaluated with regard to the draft work plans demonstrated linkage with similar project either currently in operation or planned to be in operation concurrent with the offeror's work plan.</p>	25 points
<p>D. <u>Key Personnel</u></p> <p>The background, skills, experience, and education of key personnel in the area of health information technology (HIT) program/project implementation, HIT program/project evaluation, patient safety, healthcare quality and interaction with core healthcare entities, and other key stakeholders shall be evaluated. The background, skills, and experience</p>	25 points

of key personnel in the analysis of patient safety data, evaluation studies, etc. shall be evaluated. The background, skills, education, and experience of key personnel in the area of evaluation measures development and applications, software and shall also be evaluated. Offeror's proposed key personnel shall be evaluated against the education and experience requirements as set forth in the Instructions to Offerors.

E. Facilities

5 points

Proposals will be evaluated on the availability of adequate facilities, space, and equipment (e.g., computers, servers, word-processing, photocopying, facsimile) for accomplishing the project goals and objectives. In addition to computer hardware, the Offeror must provide necessary computer software capability.

F. PAST PERFORMANCE

20

(TO BE RATED ONLY AFTER A DETERMINATION OF TECHNICAL ACCEPTABILITY OF THE OFFEROR'S PROPOSAL, BASED ON THE ABOVE TECHNICAL EVALUATION CRITERIA)

a) The offeror's past performance will be evaluated after completion of the technical evaluation. Only those offerors determined to be technically acceptable will be evaluated. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor to compare relative rankings.

b) Evaluation of past performance will often be quite subjective based on consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services at fair and reasonable prices.

C )The Government reserves the right to evaluate relevant past performance information not specifically provided by the offeror.

d) The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by the offeror's record of past performance.

e) If the offeror or the proposed employees for the offeror, do not have a past performance history relative to this acquisition, or past performance not relative to this acquisition, the offeror will not be evaluated favorably or unfavorably on this factor. A neutral rating will be determined.

f) In evaluating past performance, the Government will consider the offeror's effectiveness in producing quality products or services; timeliness of

performance; cost control; business practices; customer satisfaction; accomplishments in writing, editing, design, and dissemination of agency products; and, the past performance of key personnel in the areas of health services research and health care policy.

g) The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable, even though both may have acceptable technical proposals.

h) The Government will consider the number or severity of an offeror's problems, the effectiveness of corrective actions taken, the offeror's overall work record, and the age and relevance of past performance information.

#### G. SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN

5

The evaluation will be based on information obtained from the plan provided by the offeror, the realism of the proposal, other relevant information obtained from named SDB concerns, and any information supplied by the offeror concerning problems encountered in SDB participation

Evaluation of the SDB Participation Plan will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime contractor.

The assessment of the offeror's SDB's Participation Plan will be used as a means of evaluating the relative capability and commitment of the offeror and the other competitors. Thus, an offeror with an exceptional record of participation with SDB concerns may receive more points and a more favorable evaluation than another whose record is acceptable, even though both may have acceptable technical proposals.

SDB participation will be scored with offerors receiving points from 0 to 5, with 5 being the most favorable.

**Attachment 1**

**PAST PERFORMANCE QUESTIONNAIRE**

**PART ONE: INSTRUCTIONS**

The offeror listed below has submitted a proposal in response to the Agency for Healthcare Research and Quality (AHRQ) Solicitation No. AHRQ-04-0015, entitled "State and Regional Demonstrations in Health Information Technology." Past performance is an important part of the evaluation criteria for this acquisition, so input from previous customers of the offeror is important. This office would greatly appreciate you taking the time to complete this form. **This information is to be provided to Mary Haines, the AHRQ Contracting Officer and is NOT to be disclosed to the offeror either verbally or in writing.** Please provide an honest assessment and return to AHRQ to the address shown below, no later than **June 15, 2004**. If you have any questions, please contact Ms. Mary Haines at (301) 427-1786.

Ms. Mary Haines  
Agency for Healthcare Research and Quality  
Division of Contracts Management  
540 Gaither Road  
Rockville, Maryland 20850

FAX: (301) 427-1740

NAME OF OFFEROR:\_\_\_\_\_

ADDRESS:\_\_\_\_\_  
\_\_\_\_\_

### **Contractor Performance Form**

1. Name of Contractor: \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_
3. Contract/Grant Number: \_\_\_\_\_
4. Contract/Grant Value (Base Plus Options): \_\_\_\_\_
5. Contract/Grant Award Date: \_\_\_\_\_
6. Contract/Grant Completion Date: \_\_\_\_\_
7. Type of Contract/Grant: (Check all that apply) ( ☐ )FP ( ☐ )FPI ( ☐ )FP-EPA  
( ☐ ) Award Fee ( ☐ ) CPFF-Completion ( ☐ ) CPFF-Term ( ☐ ) CPIF ( ☐ ) CPAF  
( ☐ ) IO/IQ ( ☐ ) BOA ( ☐ ) Requirements ( ☐ ) Labor-Hour ( ☐ ) T&M ( ☐ ) SBSA  
( ☐ ) 8(a) ( ☐ ) SBIR ( ☐ ) Sealed Bid ( ☐ ) Negotiated ( ☐ ) Competitive ( ☐ ) Non-Competitive
8. Description of Requirement:

### **CONTRACTOR'S PERFORMANCE RATING**

Ratings: Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Please see reverse page for explanation of rating scale.

Quality of Product or Service	Comments	0 1 2 3 4 5
Cost Control	Comments	0 1 2 3 4 5
Timeliness of Performance	Comments	0 1 2 3 4 5
Business Relations	Comments	0 1 2 3 4 5

Customer Satisfaction - Is/was the Contractor committed to customer satisfaction? \_\_Yes\_\_ No ; Would you use this Contractor again? \_\_Yes\_\_No

Reason:

**NAME OF EVALUATOR:** \_\_\_\_\_

**TITLE OF EVALUATOR:** \_\_\_\_\_

**SIGNATURE OF EVALUATOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MAILING ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHONE #:** \_\_\_\_\_

**Rating Guidelines:** Summarize contractor performance in each of the rating areas. Assign each area a rating 0(Unsatisfactory), 1(Poor), 2(Fair), 3(Good), 4(Excellent) 5(Outstanding). Use the following instructions as guidance in making these evaluations.

	<b>Quality</b>	<b>Cost Control</b>	<b>Timeliness of Performance</b>	<b>Business Relation</b>
	<ul style="list-style-type: none"> <li>-Compliance with contract requirements</li> <li>-Accuracy of reports</li> <li>-Technical excellence</li> </ul>	<ul style="list-style-type: none"> <li>-Within budget(over/under target costs)</li> <li>-Current, accurate, and complete billings</li> <li>-Relationship of negotiated costs to actual</li> <li>-Cost efficiencies</li> <li>-Change orders issue</li> </ul>	<ul style="list-style-type: none"> <li>-Met interim milestones</li> <li>-Reliable</li> <li>-Responsive to technical direction</li> <li>-Completed on time, including wrap-up and contract adm</li> <li>-No liquidated damages assessed</li> </ul>	<ul style="list-style-type: none"> <li>-Effective management</li> <li>-Businesslike correspondence</li> <li>-Responsive to contract requirements</li> <li>-Prompt notification of problems</li> <li>-Reasonable/cooperative</li> <li>-Flexible</li> <li>-Pro-active</li> <li>-Effective small/small disadvantaged business sub-contracting program</li> </ul>
0-unsatisfactory	Nonconformances are jeopardizing the achievement of contract requirements, despite use of Agency resources	Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources	Delays are jeopardizing the achievement of contract requirements, despite use of Agency's resources	Response to inquiries, technical/service/administrative issues is not effective
1-Poor	Overall compliance requires major Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is marginally effective
2-Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires minor Agency resources to ensure achievement of contract requirements	Delays require minor Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is somewhat effective
3-Good	Overall compliance does not impact achievement of contract requirements	Management of cost issues does not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response to inquiries, technical/service/administrative issues is usually effective
4-Excellent	There are no quality problems	There are no cost management issues	There are no delays	Response to inquiries, technical/service/administrative issues is effective

5-Outstanding. The Contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where Contractor performance clearly exceeds the performance levels described as "Excellent."

## ATTACHMENT 2

**0348-0046**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
4. Name and Address of Reporting Entity:  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>G</b> Prime             Congressional District, if known:         </div> <div style="width: 45%;"> <b>G</b> Subawardee            Tier_____, if known:         </div> </div>		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime  Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description  CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):    <div style="text-align: right;">(attach Continuation Sheet(s))</div>		b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI)    SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply):  \$_____ <b>G</b> actual <b>G</b> planned		13. Type of Payment (check all that apply):  <b>G</b> a. retainer <b>G</b> b. one-time fee <b>G</b> c. commission <b>G</b> d. contingent fee <b>G</b> e. deferred <b>G</b> f. other; specify: _____
12. Form of Payment (check all that apply):  <b>G</b> a. cash <b>G</b> b. in-kind; specify: nature_____ value_____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11:  <div style="text-align: right;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.		Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form--LLL

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OM  
0348-004

[illegible]

Authorized for Local Reproduction  
Standard Form--LLL-A

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 1 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Attachment 3

HHS CREDIT RELEASE

Fair Credit Reporting Act of 1970, as amended

PLEASE TAKE NOTICE THAT ONE OR MORE CONSUMER CREDIT REPORTS MAY BE OBTAINED FOR EMPLOYMENT PURPOSES PURSUANT TO THE FAIR CREDIT REPORTING ACT, AS AMENDED, 15 U.S.C., § 1681, *ET SEQ.* SHOULD A DECISION TO TAKE ANY ADVERSE ACTION AGAINST YOU BE MADE, BASED EITHER IN WHOLE OR IN PART ON THE CONSUMER CREDIT REPORT, THE CONSUMER REPORTING AGENCY THAT PROVIDED THE REPORT PLAYED NO ROLE IN THE AGENCY'S DECISION TO TAKE SUCH ADVERSE ACTION.

Information provided by you on this form will be furnished to the consumer reporting agency in order to obtain information in connection with an investigation to determine your (1) fitness for Federal employment, (2) clearance to perform contractual service for the Federal Government, and/or (3) security clearance or access. The information obtained may be redisclosed to other Federal agencies for the above purposes and in fulfillment of official responsibilities to the extent that such disclosure is permitted by law.

I hereby authorize the Department of Health and Human Services (HHS) to obtain such report(s) from any consumer/credit reporting agency for employment purposes.

\_\_\_\_\_  
(Print Name) (SSN)

\_\_\_\_\_  
(Signature) (Date)

Your Social Security Number is needed to keep records accurate, because other people may have the same name. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

## SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DUNN & BRADSTREET NUMBER: \_\_\_\_\_

SOLICITATION OR CONTRACT NUMBER: \_\_\_\_\_

ITEM/SERVICE (Description): \_\_\_\_\_

\_\_\_\_\_

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Total contract or  
Base-Year, if options

Option #1  
(if applicable)

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Option #2

Option #3

Option #4

able)

(if applicable)

TOTAL MODIFICATION AMOUNT, IF APPLICABLE \$ \_\_\_\_\_

TOTAL TASK ORDER AMOUNT, IF APPLICABLE \$ \_\_\_\_\_

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): \_\_\_\_\_

The following is a suggested model for use when developing subcontracting plans as required by Section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this model plan has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable; however, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. Further, the use of this model is not intended to waive other requirements that may be applicable under statute or regulation.

“SUBCONTRACT,” as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

## 1. Type of Plan (check one)

\_\_\_\_\_ Individual plan (all elements developed specifically for this contract and applicable for the full term of this contract).

\_\_\_\_\_ Master plan (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.

\_\_\_\_\_ Commercial products/service plan, including goals, covers the offerer's fiscal year and applies to the entire production of commercial items or delivery of services sold by either the entire company or a portion thereof (e.g., division, plant, or product line); this includes planned subcontracting for both commercial and Government business.

## 2. Goals

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business, Veteran-owned (VOSB), and "Other than small business" (Other) as subcontractors, for the base year and each option year, as specified in FAR 19.704 (break out and append option year goals, if the contract contains option years) or project annual subcontracting base and goals under commercial plans.

- a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \$ \_\_\_\_\_ (b + g = a)
- b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBZone, and VOSB):  
(% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_ %
- c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_ % Federal Subcontract Goal 5%
- d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_ % Federal Subcontract Goal 5%
- e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_ %
- f. Total estimated dollar and percent of planned subcontracting with VETERAN SMALL BUSINESSES\* (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_ % Federal Subcontract Goal 3%
- g. Total estimated dollar and percent of planned subcontracting with "OTHER THAN SMALL BUSINESSES": (% of "a") \$ \_\_\_\_\_ and \_\_\_\_\_ %

**Notes:** \*Service-disabled veteran goal should be included as part of veteran small business goal.

1. Federal prime contract goals are:  
SB equals 23%; SDB equals 5%; HUBZone equals 2.5%, WOSB equals 5% and VOSB equals 3% and can serve as objectives for subcontracting goal development.
2. SDB, WOSB, HUBZone and VOSB goals are subsets of SB and should be counted and reported in multiple categories, as appropriate.

- h. Provide a description of ALL the products and/or services to be subcontracted under this contract, and indicate the size and type of business supplying them (check all that apply).

Product/Service	Other	SB	SDB	WOSB	HUBZoneSB	VOSB

- i. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone, and VOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, SDB, WOSB, HUBZone, and VOSB concerns were determined, how the capabilities of these concerns were considered for subcontract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

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- j. Indirect costs have \_\_\_\_ have not \_\_\_\_ been included in the dollar and percentage subcontracting goals \_\_\_\_ above (check one).
- k. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, and VOSB concerns.

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### 3. Program Administrator:

NAME/TITLE:

ADDRESS:

TELEPHONE/E-MAIL:

**Duties:** Has general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans. Other duties include, but are not limited to, the following activities:

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, and VOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing.
- b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, and VOSB concerns from all possible sources;
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- d. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, and VOSB concerns;
- e. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, and VOSB concerns to include the SBA's PRO-Net and SUB-Net Systems, (<http://www.sba.gov>), the Federal Acquisition Computer Network (FACNET) Contractor Registration Database, the NIH e-Portals in Commerce (e-PIC), (<http://epic.od.nih.gov/>), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices;
- f. Establishing and maintaining contract and subcontract award records;
- g. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- h. Ensuring that SB, SDB, WOSB, HUBZone, and VOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- i. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended;
- j. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- k. Preparing, and submitting timely, required subcontract reports;
- l. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and
- m. Other duties: \_\_\_\_\_

#### 4. Equitable Opportunity

Describe efforts the offeror will make to ensure that SB, SDB, WOSB, HUBZone, and VOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
  1. Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending SB, SDB, WOSB, HUBZone, and VOSB procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-Net and SUB-Net Systems, (<http://www.sba.gov/>) and other SBA and Federal agency resources; and 5) Conducting market surveys to identify new sources, to include, accessing the NIH e-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov/>).
- b. Internal efforts to guide and encourage purchasing personnel:
  - 1) Conducting workshops, seminars, and training programs;
  - 2) Establishing, maintaining, and utilizing SB, SDB, WOSB, HUBZone, and VOSB source lists, guides, and other data for soliciting subcontractors; and
  - 3) Monitoring activities to evaluate compliance with the subcontracting plan.
- c. Additional efforts: \_\_\_\_\_

#### 5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." (Flow down is not applicable for commercial items/services as described in 52.212-5(e) and 52.244-6(c).)

#### 6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report, if applicable, (required only for contracts containing the clause 52.219-25) and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF-294	4/30
Apr 1 - Sept 30	SF-294	10/30
Oct 1 - Sept 30	SF-295	10/30
Contract Completion	OF-312	30 days after completion

Special instructions for commercial plan: SF-295 Report is due on 10/30 each year for the previous fiscal year ending 9/30. Report forms are posted at <http://sbo.od.nih.gov> under "Forms."

- a. Submit SF-294 to cognizant Awarding Contracting Officer.
- b. Submit Optional Form 312, (OF-312), if applicable, to cognizant Awarding Contracting Officer.
- c. Submit SF-295 to cognizant Awarding Contracting Officer and to the:  
  
 Office of Small and Disadvantaged Business Utilization  
 Department of Health and Human Services  
 200 Independence Avenue, SW  
 Humphrey H. Building, Room 517-D  
 Washington, D.C. 20201
- d. Submit "information" copy of the SF-295 and the SF-294 upon request to the SBA Commercial Market Representative (CMR); visit the SBA at <http://www.sba.gov/gc> and click on assistance directory to locate your nearest CMR.

## 7. Record keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. SB, SDB, WOSB, HUBZone, and VOSB source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, and VOSB sources;
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone, and/or VOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards.
- d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
- f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor. (This item is not required on a *contract – by – contract basis* for company or division-wide commercial plans.)
- g. Additional records: \_\_\_\_\_

## **SIGNATURE PAGE**

(applies to Master or Commercial type plans)

**This master or commercial type subcontracting plan is submitted by:**

**Contractor:** \_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_

**Typed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date Prepared:** \_\_\_\_\_

**And Is Accepted By:**

**Agency:** \_\_\_\_\_

**Contracting Officer Signature:** \_\_\_\_\_

**Typed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT 5**

***PROPOSAL INTENT RESPONSE SHEET***

**RFP No. AHRQ-04-0015**

Please review the attached request for proposal. Furnish the information requested below and return this page by May 17, 2004. Your expression of intent is not binding but will greatly assist us in planning for the proposal evaluation.

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☐ INTEND TO SUBMIT A PROPOSAL

☐ DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:

COMPANY/INSTITUTION NAME:

AUTHORIZED SIGNATURE:

TYPED NAME AND TITLE:

DATE:

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Please return to:

Mary Haines  
Agency for Healthcare Research and Quality  
Contracts Management  
540 Gaither Road  
Rockville, Maryland 20850